

AN ORDINANCE 2006-04-13-0477

**AUTHORIZING AMENDMENTS TO THE CENTRAL BOOKING
AND MAGISTRATION OPERATIONS AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO AND BEXAR COUNTY TO
INCREASE EFFICIENCY OF PRISONER MAGISTRATION WITH
EXPEDITED PROCESSING, RESULTING IN MORE COST
EFFECTIVE MEASURES TO MANAGE JAIL POPULATION.**

* * * * *

WHEREAS, On August 7, 2003, the City of San Antonio and Bexar County entered into an agreement to establish the terms for the mutual benefit of both parties in streamlining the central booking and magistration functions into one facility at the Frank Wing Municipal Court Building; and

WHEREAS, this streamlining included joint operation and maintenance of the facility in order to reduce costs and more efficiently utilize staffing and other resources; and

WHEREAS, as a result of growth in our population and the demands placed on the city's Detention Center and County Jail, the need has arisen for four Administrative Assistant II positions, two of which will be funded by Bexar County with the other two funded by the City; and

WHEREAS, all four positions will be City employees, to be referred to as Central Magistration Coordinators ("CMAG Coordinators"), utilizing existing vacancies currently funded in the Fiscal Year 2005-2006 budget; and

WHEREAS, the CMAG Coordinators will expedite the magistrate process by working closely with all represented entities in the CMAG facility including Magistrate Judges, City of San Antonio Magistration staff, Bexar County Pre-Trial Services, the Bexar County District Attorney representative, nursing staff, San Antonio Detention Guards, San Antonio Police Officers, Commercial Bonds staff, the Texas Department of Public Safety and all other law enforcement officers from over fifty (50) agencies in Bexar County; and

WHEREAS, the CMAG Coordinators will be evaluated based on performance measures that have been established by joint agreement of the Facility (Municipal Court Detention Center), the Bexar County Sheriff's Office, Bexar County Pretrial Services and the Bexar County Detention Population Monitor; and

WHEREAS, shared operating expenses that the County will pay for space occupied at the City's Detention Center will be calculated in accordance with the square footage allocations in Exhibit A of the First Amended Operations Agreement attached hereto as Attachment I (the "Amendment"), as it may be modified based on office space occupied by county; and

WHEREAS, in accordance with the Amendment, the City will invoice the County on a quarterly basis and the County will pay half the total costs of salaries and benefits for the CMAG Coordinator positions, not to exceed \$22,062 per quarter for the remainder of the fiscal year; and

WHEREAS, the Bexar County Commissioners' Court approved the Amendment on April 4, 2006;
and

WHEREAS, the proposed ordinance is consistent with City Council policy of providing intergovernmental assistance for the purpose of managing prisoner population; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council authorizes and approves the First Amended Operations Agreement in Attachment I.

SECTION 2. The City Manager or her designee is authorized to execute the agreement approved in Section 1 within 60 days of the effective date of this ordinance.

SECTION 3. Funds received from Bexar County are to be deposited into the General Fund, 11001000, Internal Order 203000000032, Municipal Court Administration, Account number 6301120, Recovery of Current year Expenditures.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

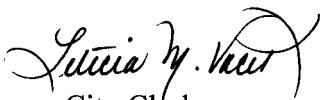
SECTION 5. This ordinance shall be effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 13th day of April, 2006.

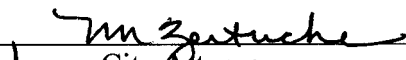

M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM: _____


for City Attorney

Agenda Voting Results

Name: 14.

Date: 04/13/06

Time: 11:11:05 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing amendments to the Central Booking and Magistration Operations Agreement between the City of San Antonio and Bexar County to increase efficiency of prisoner magistration with expedited processing, resulting in more cost effective measures to manage jail population. [Presented by John W. Bull, Municipal Court Presiding Judge; Sheryl Sculley; City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6	Not present			
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

ATTACHMENT I

STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

**FIRST AMENDED
 OPERATIONS AGREEMENT**

This amended agreement (the "Agreement") is hereby made and entered into by and between the CITY OF SAN ANTONIO ("CITY"), a Texas municipal corporation acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, and BEXAR COUNTY, TEXAS ("COUNTY"), a political subdivision of the State of Texas acting by and through its Commissioners Court as reflected in the minutes of its _____ meeting (also, individually, a "Party" or, collectively, the "Parties"), acting pursuant to authority granted under the Interlocal Cooperation Act, Tex. Gov. Code Ann. §791.001 et seq. (Vernon's 1994), as amended.

PURPOSE

On August 12, 2003, CITY and COUNTY entered an agreement for the joint operation and maintenance of central booking and magistrature at CITY's Frank Wing Municipal Court Building, thereby reducing costs and more efficiently utilizing available manpower. The Parties now desire to amend that agreement to reclassify and fund four Municipal Court staff positions.

DEFINITIONS

Arrestee – A person arrested by a law enforcement agency in Bexar County.

Arresting Agency – The law enforcement agency that arrested an Arrestee.

CJIS - Criminal Justice Information System.

CMAG Coordinators – City staff who shall work under the direction and control of the Judge (Magistrate) of the City of San Antonio Magistrate Court to relieve the overcrowding of the Bexar County Adult Detention Center.

Facility – That portion of the Frank Wing Municipal Court Building identified as the City Detention Center.

Identification Services – Fingerprint classification and all warrants except Class C misdemeanors.

Jail – The Bexar County Adult Detention Facility.

Magistrate Services – Those duties of a Magistrate as defined by the Code of Criminal Procedure.

Mug Shot System – the equipment and computer system utilized to photograph Arrestees.

SAPD - The San Antonio Police Department.

SID - inmate identification number.

BCSO - The Bexar County Sheriff's Office, the specific COUNTY office that will perform services under Articles II and III of this Agreement.

I. TERM

- 1.01 This Agreement commences on the date of execution and terminates on September 30, 2006. The Agreement shall automatically renew, subject to annual appropriations, for subsequent one-year terms until either Party gives notice of intent to terminate 60 days or more before a renewal date.

II. OPERATIONS

- 2.01 Identification Services. The BCSO shall provide Identification Services at the Facility for all Arrestees brought into the Facility.
- 2.02 Mug Shot System. CITY shall provide and maintain, and BCSO shall utilize, SAPD. equipment to photograph all Arrestees brought to the Facility. COUNTY shall provide and maintain a copy machine and allow access and use by Arresting Agencies for reproduction of booking slips used in conjunction with the Mug Shot System. BCSO shall coordinate with and provide SAPD access to all information captured in the Mug Shot System at the Facility at no cost.
- 2.03 Magistrate Services. CITY shall provide Magistrate Services 24 hours a day/seven days a week in accordance with the schedule developed at the discretion of the Presiding Judge for the City of San Antonio Municipal Court, for all Arrestees brought to the Facility by Arresting Agencies.
- 2.04 District Attorney's Office. In her sole discretion, the District Attorney will provide staff at a level she deems appropriate at the Facility to assist with reviewing cases prepared by police officers for charge accuracy prior to Magistration.
- 2.05 Pretrial Services. COUNTY staff shall interview possible candidates for release at the Facility, as well as process and present requests for Personal Recognizance and Mental Health Bonds to the Magistrate for review.
- 2.06 Jail Booking and Releasing. BCSO shall be responsible for booking and releasing identified Arrestees at the Facility.
- 2.07 Transportation of Arrestees:
- a. Jail. BCSO shall be responsible for transportation of Arrestees committed to Jail. BCSO may develop an interagency agreement with SAPD for assistance with the transportation of Arrestees.
 - b. Facility Limit. CITY reserves the right to require transportation of Arrestees to the Jail as indicated by Facility capacity levels.

- c. Hospital. The Arresting Agencies shall be responsible for the transportation of Arrestees needing medical attention to a hospital **prior** to booking. BCSO shall provide transportation of Arrestees needing medical attention to the hospital **after** booking. When the Arresting Agency cannot be contacted or an emergency situation exists which does not allow the Arresting Agency to return to the Facility in a timely manner for an Arrestee needing medical attention prior to booking, BCSO shall make reasonable efforts to provide transportation for Arrestees requiring hospital attention.
- d. Mental Health Facility. The Arresting Agency shall be responsible for the transportation of Arrestees committed to a mental health facility **prior** to booking. BCSO shall provide transportation of Arrestees committed to a mental health facility **after** booking. Transportation of Arrestees approved for a Mental Health Personal Bond shall be the responsibility of the BCSO. When the Arresting Agency cannot be contacted or an emergency situation exists which does not allow the Arresting Agency to return to the Facility in a timely manner for an Arrestee who has been committed to a mental health facility prior to booking, BCSO shall make reasonable efforts to provide transportation for Arrestees requiring mental health facility attention.

2.08 CMAG Coordinators. CITY shall hire four CMAG Coordinators who shall intake personal data and charges from the Arrestee's booking slip when an Arrestee arrives in the Facility. The positions shall be classified as Administrative Assistant II's.

- a. Shifts. The CMAG Coordinators shall work ten-hour shifts in pairs, four days on and four days off.
- b. Coordination of Personnel. CMAG Coordinators shall work with and help coordinate the magistration process with personnel from the Facility, the BCSO, and the Bexar County Pretrial Services Program, to maximize the number of Arrestees released from the Facility.
- c. Booking. The CMAG Coordinators shall enter information from the booking slip into the magistration program; determine if the arrestee has a SID, additional warrants, or a criminal history; and run the CJIS summary.
- d. Processing. CMAG Coordinators shall provide expedited processing for personal bond interviews; pre-approved personal bonds where eligible; immediate non-collect telephone access for commercial bonding and to arrange payment of bonds and fees; and priority magistration.
- e. Interviews. CMAG Coordinators shall conduct interviews of arrestees requesting court-appointed attorneys.

- f. Performance Measures. CMAG Coordinators shall be evaluated based on performance measures established by joint agreement of the Facility (Municipal Court) the BCSO, the Bexar County Pretrial Services Program and the Bexar County Detention Population Monitor.

III. FACILITY POLICIES AND PROCEDURES

- 3.01 Decision-Making Authority. The Presiding Judge of Municipal Court, or his or her designee, shall have decision-making authority, supervision and control over all operations that impact the Facility.
- 3.02 Weapon Security. BCSO shall utilize CITY weapon-security measures at the Facility.
- 3.03 Use of Force. Each of the Parties shall follow its own use-of-force policy. The Parties shall cooperate in internal investigations resulting from the use of force in the Facility.
- 3.04 Movement of Arrestees. All Arrestees located within the Facility shall be moved in accordance with Facility standard operating policy.

IV. SHARED EXPENSES; EQUIPMENT AND MAINTENANCE

- 4.01 Shared Expenses.
- A. Facility Operations. Within 30 days of the start of each new one-year term or within 30 days of receipt of an invoice from CITY, whichever is later, COUNTY shall pay its share of projected operating expenses for the Facility for that term calculated in accordance with the square footage allocations on Exhibit A, as it may be modified based on office space occupied by COUNTY. CITY shall determine actual expenses for the prior term and projected expenses for the new term. If the actual operating expenses for the prior term were greater or lesser than projected, CITY's invoice will be increased or decreased in reconciliation of COUNTY's share of those actual expenses.
- B. Coordinator Salaries. CITY shall invoice COUNTY quarterly and COUNTY shall pay half the total costs of salaries and benefits for the CMAG Coordinators, not to exceed \$22,062 per quarter in FY 2005-2006.
- 4.02 Computers. The Parties shall each provide and maintain the individual computers used by their respective officers and employees. CITY shall allow access to the Facility by COUNTY's Information Services technical staff to service COUNTY's computer equipment. CITY shall be responsible for maintenance of the Facility infrastructure computer wiring, excluding all wiring from the device to the wall port.

- 4.03 Furniture. The Parties shall each provide and maintain the furniture used by their officers and employees.
- 4.04 Phones. CITY shall provide and maintain Facility infrastructure phone wiring, excluding all wiring from the device to the wall port. COUNTY shall provide and maintain its own telephone system and equipment for COUNTY's officers and employees who work in the Facility.
- 4.05 Parking. COUNTY personnel assigned to the Facility may utilize employee-parking areas adjacent to the south side of the Facility on a first-come, first-served basis

V. REPRESENTATIVES AND NOTICES

- 5.01 The Bexar County Sheriff, or his designated representative, shall be COUNTY's representative responsible for the oversight and management of this Agreement.
- 5.02 CITY's Presiding Judge, or designated representative, shall be CITY's representative responsible for Facility decision-making authority, oversight and management of this Agreement.
- 5.03 Communications between CITY and COUNTY shall be directed to the representative of each Party as set forth above.
- 5.04 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and hand-delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: Presiding Judge
Municipal Court
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

COUNTY: Bexar County Sheriff or Designee
200 N. Comal
San Antonio, Texas 78207

And Keith L. Charlton, Jr., Executive Director
Criminal Justice Planning and Coordination
Heritage Plaza
410 S. Main; Suite 212
San Antonio, Texas 78204

- 5.05 Notice of change of address must be made in writing and delivered to the other Party's last known address within five business days of such change.

VI. CHANGES AND AMENDMENTS

- 6.01 Except when the terms of this Agreement expressly provide otherwise, any modifications to the terms hereof shall only be by written amendment and duly authorized by the governing bodies of the Parties as evidenced by Ordinance and Order.
- 6.02 Changes in local, state and federal procedures, rules, regulations or laws applicable hereto that occur during the term of this Agreement shall be automatically incorporated into this Agreement without written amendment hereto, as of the effective date of the change. If and when a substantive change does occur, each Party shall inform the other upon actual notice of the change, as necessary.

VII. ASSIGNMENTS

- 7.01 No Party hereto shall transfer, pledge or otherwise assign this Agreement, or any interest herein, or any claim arising hereunder without the express written consent of the other Party. Any attempt to transfer, pledge or otherwise assign contrary to this provision shall be void *ab initio* and shall confer no rights upon any third person.

VIII. SEVERABILITY OF PROVISIONS

- 8.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

IX. ENTIRE AGREEMENT

- 9.01 This Agreement constitutes the final and entire understanding between the Parties hereto. No other agreements, oral or otherwise, regarding the Project exists.

X. TEXAS LAW TO APPLY

- 10.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

XI. CAPTIONS

- 11.01 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this Agreement.

XII. INDEMNITY AND INSURANCE

- 12.01 The Parties acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the *Texas Tort Claims Act* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.
- 12.02 Each of the Parties shall provide insurance, as it deems necessary to insure against loss of property and personal injury to employees and third parties.

XIII. LEGAL AUTHORITY

- 13.01 The Parties represent that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this Agreement and to perform the responsibilities herein set out.

EXECUTED in duplicate originals this ____ day of _____, 2006.

COUNTY OF BEXAR

By: _____

NELSON W. WOLFF
County Judge 3/28/06

**CITY OF SAN ANTONIO,
TEXAS**

By: _____

SHERYL SCULLEY
City Manager

ATTEST: _____

GERRY RICKHOFF
County Clerk

LETICIA E. VACEK
City Clerk

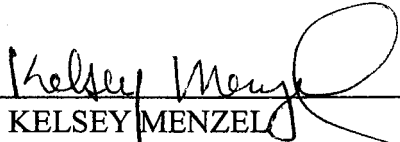
APPROVED:

SUSAN D. REED
Criminal District Attorney
Bexar County, Texas

APPROVED AS TO FORM:

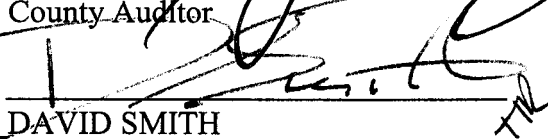
MICHAEL BERNARD
City Attorney
City of San Antonio, Texas

By:


KELSEY MENZEL
Assistant Criminal District Attorney
Civil Section

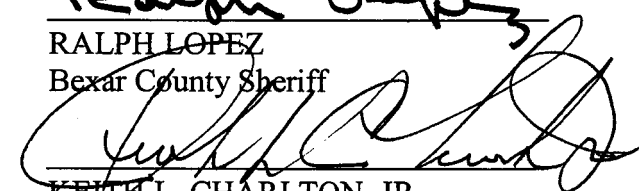
APPROVED AS TO FINANCIAL CONTENT:


TOMMY J. TOMPKINS
County Auditor


DAVID SMITH
Executive Director/Budget Officer

APPROVED:


RALPH LOPEZ
Bexar County Sheriff


KEITH L. CHARLTON, JR.
Executive Director
Criminal Justice Planning and Coordination

**CITY OF SAN ANTONIO DETENTION CENTER
SQUARE FOOTAGE CALCULATIONS FOR COUNTY'S SHARE OF
OPERATING EXPENSES**

AREA	SQUARE FOOTAGE
CITY DETENTION CENTER	20,638
SHERIFF'S LOBBY DESK	180
PRETRIAL & SHERIFF'S RELEASE OFFICE	827
ID CENTER	416
DISTRICT ATTORNEY OFFICE	<u>300</u>
TOTAL COUNTY SPACE	1,723

PROCEDURES AND PERFORMANCE MEASURES:

1. Having Arrestees immediately access a non-collect telephone with the pertinent information to be released allows City Magistrate/Detention personnel to hold arrestees the same amount of time as now but gives the arrestee up to five (5) hours to try to bond out or pay fines, thereby increasing the number of Arrestees released from the City of San Antonio Magistrate/Detention Center. Having the CMAG Coordinators conduct court appointed interviews allows Pretrial Services to focus on Arrestees eligible for personal bond interviews, thereby increasing the number of Arrestees released with Pretrial Services supervision from the City of San Antonio Magistrate/Detention Center.

Performance measure: a 10% increase of **total releases** from CMAG after the first six (6) months and 20% after the first twelve (12) months.

Total Arrestees released at CMAG in FY 05/06, as of February, was 6,735, an average of **1,347 per month**. Total Attorney Appointment Interviews processed by Pretrial staff for FY 05/06, as of February, was 9,307, an average of 1,863 per month. In FY 05/06, as of February, total number of Arrestees interviewed by Pretrial staff **at CMAG** for:

- a. Attorney Appointment process w/o PR interview: 1,780, an average of 356 per month;
- b. PR bond: 5,657, an average of 1,131 per month; and
- c. Releases with Pretrial Supervision: 2,692, an average of 538 per month.

2. By screening arrestees, the Magistrate may safely pre-approve personal bonds were indicated, thereby increasing the number of arrestees released from the City of San Antonio Detention Center on personal bond. **This procedure along with the interviews for court-appointed attorneys by CMAG Coordinators will also cut down the movement of prisoners to and from Pretrial Services** and allow detention personnel to focus on the movement to Pretrial Services for new functions created by these positions and processing changes.

Performance measure: A decrease of inmate contacts required with Pretrial Services staff as a result of these new functions and processing changes.

In FY 05/06, as of February prisoner movement resulting in inmate contacts with Pretrial Services at CMAG have been:

- a. For PR interview - 5,657;
- b. For PR bond release - 2,509;
- c. For Pretrial Supervision (sureties w/supervision orders) - 183; AND
- d. For Court Appoint Attorney *only* - 1,780

Total Inmate Contacts (prisoners brought to Pretrial Services) YTD in FY 05/06, as of February, have been 10,129